

BEST AVAILABLE COPY



Petition page 1 of 4

DOCKET NO. 81101/7114

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Applicants: ABRAHAMS, Mark
David et al.

Serial No.: 10/805,170

Filed: March 19, 2004

For: A SYSTEM FOR UBIQUITOUS
NETWORK PRESENCE AND
ACCESS WITHOUT COOKIES

Confirmation No: 7393

CERTIFICATE OF FACSIMILE
TRANSMISSION

I hereby certify that this paper is
being facsimile transmitted to the
USPTO or mailed to the United States
Patent and Trademark Office via
United States Postal Service First
Class Mail, addressed to
Commissioner for Patents, P.O. Box
Alexandria, VA 22313-1450 on this
date:

10/04/2004
Date

M. R. Bader
Martin R. Bader
Reg. No. 54,736

Attorney for Applicants

PETITION UNDER 37 C.F.R. § 1.47(b)

Mail Stop MISSING PARTS
Commissioner for Patents
P.O. Box 1450
Alexandria, VA 22313-1450

Dear Sir:

Both of the joint inventors in the subject patent
application, Mr. Marc D. Abrahams and Mr. Seda Gragossian,
refuse to sign the declaration or can not be found or reached
after a diligent effort. The subject application is therefore
submitted under 37 C.F.R. § 1.47(b) according to the
requirements of MPEP 409.03(b) as follows:

10/06/2004 AMONDAF1 00000039 061135 10805170

05 FC:1460 130.00 DA

BEST AVAILABLE COPY

Petition page 2 of 4

DOCKET NO. 81101/7114

(A) Sony Electronics Inc., who has a proprietary interest in the present application as evidenced by the declaration of Carrie Merzbacher and the attached Exhibits E and F, has made a declaration on behalf of the non-signing joint inventors. The declaration of Carrie Merzbacher and the attached Exhibits E and F show that the non-signing inventors both had an agreement to assign all inventions to Sony and that the invention was made during the time of employment. The declaration is signed by a Martin R. Bader (Reg. No. 54,736), a registered patent attorney that is authorized to sign on behalf of the corporation. A filing date is necessary to preserve the rights of Sony Electronics Inc. or to prevent irreparable damage to Sony Electronics Inc.

(B) The following facts are supported by the declarations of Carrie Merzbacher, Nola Hines, and Barbara Zamorano that are submitted herewith. The following facts are submitted as proof that both of inventors refuse to execute the application papers or can not be found or reached after a diligent effort:

1. On July 13, 2004 Carrie Merzbacher contacted Marc Abrahams by telephone regarding obtaining his signature on formal documents in response to the Notice to File Missing Parts mailed June 3, 2004. Mr. Abrahams informed Carrie Merzbacher that he would not sign the documents.

2. Copies of the application including the specification, claims, drawings, declaration and the assignment were mailed certified mail to Mr. Abrahams for signature at his last known address on July 21, 2004. The letter was returned to us: "Refused". A copy of the mailing receipt and returned receipt is attached as Exhibit A.

3. Copies of the application including the

Petition page 3 of 4

DOCKET NO. 81101/7114

specification, claims, drawings, declaration and the assignment were mailed certified mail to Mr. Abrahams for signature at his last known address on August 2, 2004. The letter was returned to us: "Refused". A copy of the mailing receipt and returned receipt is attached as Exhibit B.

4. Copies of the application including the specification, claims, drawings, declaration and the assignment were mailed certified mail to Mr. Gragossian for signature at his last known address on July 21, 2004. The application was received on July 23, 2004. A copy of the mailing receipt and returned receipt is attached as Exhibit C.

5. Copies of the application including the specification, claims, drawings, declaration and the assignment were mailed certified mail to Mr. Gragossian for signature at his last known address on September 10, 2004. As of the date of the mailing of this petition the return receipt has not been received. A copy of the mailing receipt is attached as Exhibit D.

(C) The last known addresses of each of the non-signing joint inventors are:

Marc David Abrahams	Seda Gragossian
17388 Grandee Place	839 Val Sereno Drive
San Diego, CA 92128	Encinitas, CA 92024

(D) Because the non-signing inventors have expressly refused to sign the application documents or can not be found or reached after a diligent effort and have not returned the executed application papers as of the date of filing this petition, Petitioner hereby requests that the subject application be accepted on Mr. Abrahams and Mr. Gragossian's

Petition page 4 of 4

DOCKET NO. 81101/7114

behalf without their signatures under the declaration of Sony Electronics Inc.

(E) The fee for this petition is attached hereto.

Respectfully submitted,



Martin R. Bader

Reg. No. 54,736

Dated: October 4, 2004

Attachments:

Declaration of Carrie Merzbacher
Declaration of Nola Hines
Declaration of Barbara Zamorano
Exhibits A-F

Address all correspondence to:

FITCH, EVEN, TABIN, & FLANNERY
120 So. LaSalle Street, Ste. 1600
Chicago, Illinois 60603-3406
Telephone: (858) 552-1311
Facsimile: (858) 552-0095



Declaration page 1 of 3

DOCKET NO. 81101/7114

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Applicants: Abrahams et al.
Serial No.: 10/805,170
Filed: 3/19/2004
For: A SYSTEM FOR
UBIQUITOUS NETWORK
PRESENCE AND ACCESS
WITHOUT COOKIES
Conf. No.: 7393

DECLARATION OF CARRIE MERZBACHER
IN SUPPORT OF THE PETITION UNDER 37 C.F.R. 1.47(b)

I, CARRIE MERZBACHER, hereby declare as follows:

1. I am the Patent Administrator employed by Sony Electronics, Inc.
2. The law firm of Fitch, Even, Tabin, and Flannery ("Fitch, Even") represents Sony Electronics, Inc. (Sony) in patent application matters. Sony instructed Fitch, Even to handle preparation of the above-identified patent application which was filed March 19, 2004.
3. Mr. Marc David Abrahams, a former employee of Sony, has been identified by Sony as a joint inventor of the subject patent application.
4. Mr. Marc David Abrahams last known address is: 17388 Grandee Place, San Diego California 92128. It is my belief that this is the last known address at which Mr. Abrahams customarily receives mail.

Declaration page 2 of 3

DOCKET NO. 81101/7114

5. I am not aware, and have no reason to believe, that Mr. Abrahams is represented by counsel.

6. The inventor Marc Abraham was non-responsive to all correspondence regarding the filing of the application and Fitch, Even filed the subject patent application as Utility patent application No. 10/805,170 and mailed Mr. Abraham a copy of the filed Utility patent application.

7. On July 13, 2004 I contacted Marc Abrahams by telephone regarding obtaining his signature on formal documents in response to the Notice to File Missing Parts mailed June 3, 2004. Mr. Abrahams informed me that he would not sign the documents. I informed Mr. Abrahams that we would have our Outside Counsel (Fitch, Even) make a couple of Registered Mail attempts to him and his co-inventor.

8. Mr. Marc Abraham was employed by Sony as of December 1997.

9. Mr. Seda Gragossian was employed by Sony as of October 1998.

10. Mr. Marc Abraham and Mr. Seda Gragossian submitted an Invention Disclosure Form relating to the present application during the time period when employed by Sony.

11. The invention of the present application was made by Mr. Marc Abraham and Mr. Seda Gragossian during the time period when employed by Sony.

13. Mr. Marc Abraham signed an "EMPLOYER PATENT AND CONFIDENTIAL INFORMATION AGREEMENT - CALIFORNIA" on December 8, 1997 a copy of which is attached as Exhibit E.

14. Mr. Seda Gragossian signed an "EMPLOYEE PATENT AND CONFIDENTIAL INFORMATION AGREEMENT - CALIFORNIA" on October 26, 1998 a copy of which is attached as Exhibit F.

15. I declare that a filing date is necessary to preserve the rights of Sony Electronics Inc. or to prevent irreparable damage to Sony Electronics Inc.

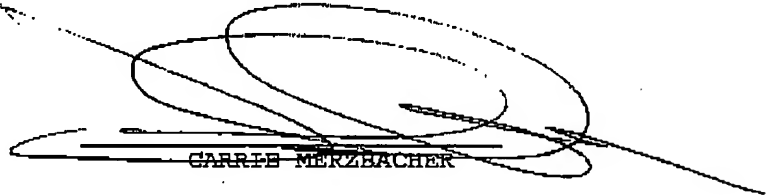
16. I hereby declare that all statements made

Declaration page 3 of 3

DOCKET NO. 81101/7114

herein of my own knowledge are true, and that all statements made herein on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code, and that such willful false statements may jeopardize the validity or enforceability of the application or any patent issued thereon.

10-20-04
DATE


CARRIE MERZBACHER



Declaration page 1 of 2

DOCKET NO. 81101/7114

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Applicants: Abrahams et al.
Serial No.: 10/805,170
Filed: 3/19/2004
For: A SYSTEM FOR
UBIQUITOUS NETWORK
PRESENCE AND ACCESS
WITHOUT COOKIES
Conf. No.: 7393

DECLARATION OF NOLA HINES
IN SUPPORT OF THE PETITION UNDER 37 C.F.R. 1.47(b)

I, NOLA HINES, hereby declare as follows:

1. I am employed by the law firm of Sinsheimer, Schiebelhut & Baggett (Sinsheimer). Sinsheimer is affiliated with the law firm of Fitch, Even, Tabin, and Flannery ("Fitch, Even") and acts on behalf of Sony Electronics, Inc. ("Sony").

2. The law firm of Fitch, Even represents Sony in patent application matters. Sony instructed Fitch, Even to handle preparation of the above-identified patent application ("the subject patent application") which was filed March 19, 2004.

3. Mr. Marc David Abrahams, a former employee of Sony, has been identified by Sony as a joint inventor of the subject patent application.

4. Mr. Marc David Abrahams last known address is 17388 Grandee Place, San Diego California 92128. It is my

Declaration page 2 of 2

DOCKET NO. 81101/7114

belief that this is the last known address at which Mr. Abrahams customarily receives mail.

5. I am not aware, and have no reason to believe, that Mr. Abrahams is represented by counsel.

6. On July 21, 2004 I mailed a copy of the subject patent application including declaration and assignment to Mr. Abrahams at his last know address via United States Postal Service Certified Mail. The copy of the subject patent application was returned as being refused. A copy of the certified mail receipt marked "refused" is attached hereto as Exhibit A.

7. On August 2, 2004 I again mailed a copy of the subject patent application including declaration and assignment to Mr. Abrahams at his last know address via United States Postal Service Certified Mail. The copy of the subject patent application was again returned as being refused. A copy of the certified mail receipt marked "refused" is attached hereto as Exhibit B.

8. I hereby declare that all statements made herein of my own knowledge are true, and that all statements made herein on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code, and that such willful false statements may jeopardize the validity or enforceability of the application or any patent issued thereon.

Oct. 4, 2004
DATE

Nola Hines
NOLA HINES



Declaration page 1 of 2

DOCKET NO. 81101/7114

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Applicants: Abrahams et al.
Serial No.: 10/805,170
Filed: 3/19/2004
For: A SYSTEM FOR
UBIQUITOUS NETWORK
PRESENCE AND ACCESS
WITHOUT COOKIES
Conf. No.: 7393

DECLARATION OF BARBARA ZAMORANOIN SUPPORT OF THE PETITION UNDER 37 C.F.R. 1.47(b)

I, BARBARA ZAMORANO, hereby declare as follows:

1. I work for the law firm of Sinsheimer, Schiebelhut & Baggett (Sinsheimer) as an independent contractor. Sinsheimer is affiliated with the law firm of Fitch, Even, Tabin, and Flannery ("Fitch, Even") and acts on behalf of Sony Electronics, Inc. ("Sony").
2. The law firm of Fitch, Even represents Sony in patent application matters. Sony instructed Fitch, Even to handle preparation of the above-identified patent application ("the subject patent application") which was filed March 19, 2004.
3. Mr. Seda Gragossian, a former employee of Sony, has been identified by Sony as a joint inventor of the subject patent application.
4. Mr. Seda Gragossian last known address is: 839

Declaration page 2 of 2

DOCKET NO. 81101/7114

Val Sereno Drive, Encinitas, CA 92024. It is my belief that this is the last known address at which Mr. Seda Gragossian customarily receives mail.

5. I am not aware, and have no reason to believe, that Mr. Seda Gragossian is represented by counsel.

6. On July 21, 2004 I mailed a copy of the subject patent application including declaration and assignment to Mr. Seda Gragossian at his last know address via United States Postal Service Certified Mail. The copy of the subject patent application was accepted, however, was never returned to our office. A copy of the certified mail receipt is attached hereto as Exhibit C.

7. On September 10, 2004 I again mailed a copy of the subject patent application including declaration and assignment to Mr. Seda Gragossian at his last know address via United States Postal Service Certified Mail. The copy of the subject patent application was never returned. A copy of the mailing receipt is attached hereto as Exhibit D.

8. I hereby declare that all statements made herein of my own knowledge are true, and that all statements made herein on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code, and that such willful false statements may jeopardize the validity or enforceability of the application or any patent issued thereon.

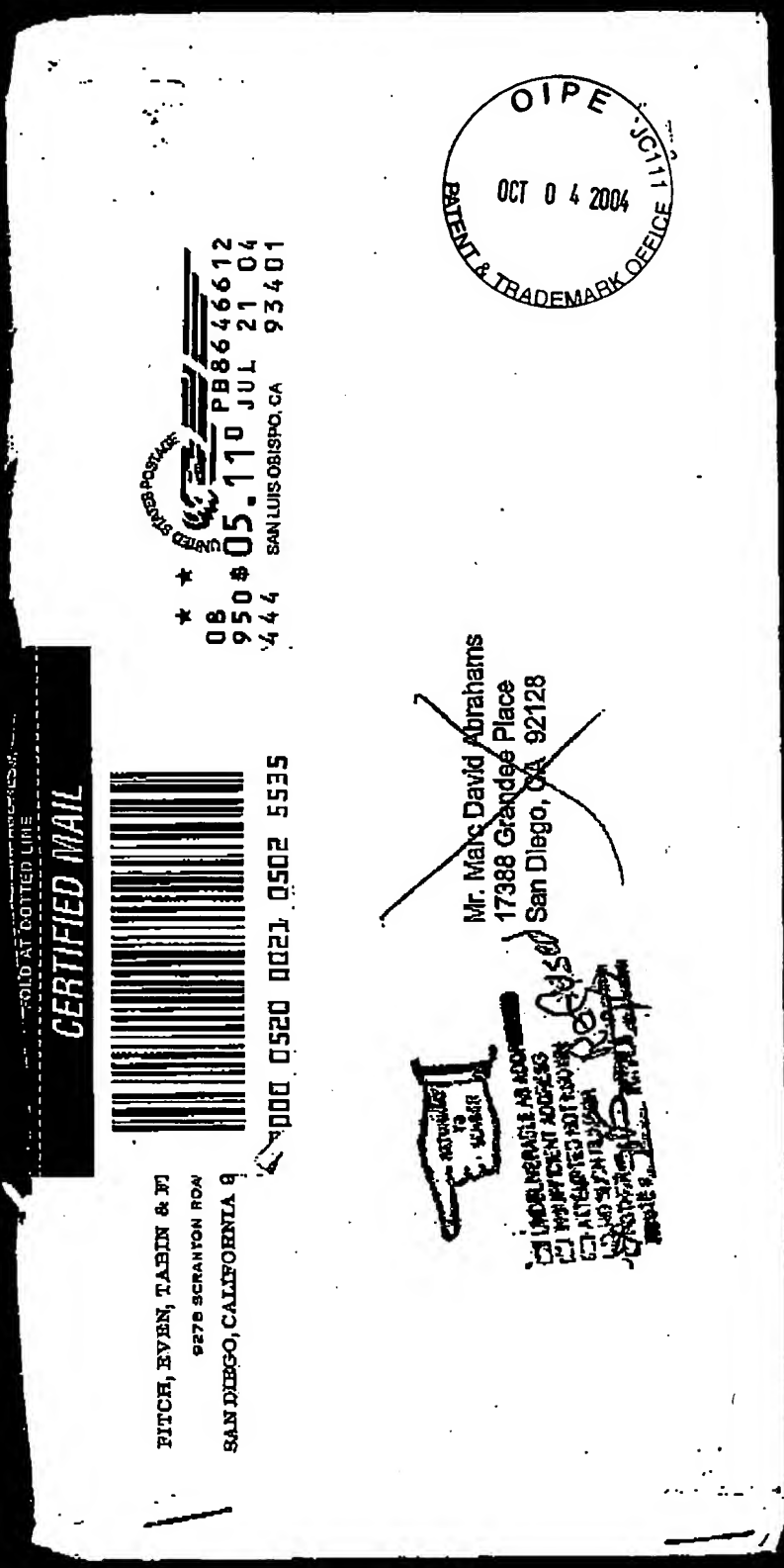
9-30-2004
DATE

Barbara Zamorano
BARBARA ZAMORANO

Application No. 10/805,170



EXHIBIT A



Application No. 10/805,170



EXHIBIT B



CERTIFIED MAIL



FITCH, EVEN TABIN & FLANNERY
9276 SCRANTON ROAD
SAN DIEGO, CALIFORNIA 98181-7707

9

Refused

UNRECOVERABLE
FOR FURTHER
INTERVIEW
NO SUCH NAME IN
OTHER ROUTES

1788-1789-1790-1791-1792-1793-1794-1795-1796-1797-1798-1799-1800-1801-1802-1803-1804-1805-1806-1807-1808-1809-1810-1811-1812-1813-1814-1815-1816-1817-1818-1819-1820-1821-1822-1823-1824-1825-1826-1827-1828-1829-1830-1831-1832-1833-1834-1835-1836-1837-1838-1839-1840-1841-1842-1843-1844-1845-1846-1847-1848-1849-1850-1851-1852-1853-1854-1855-1856-1857-1858-1859-1860-1861-1862-1863-1864-1865-1866-1867-1868-1869-1870-1871-1872-1873-1874-1875-1876-1877-1878-1879-1880-1881-1882-1883-1884-1885-1886-1887-1888-1889-1890-1891-1892-1893-1894-1895-1896-1897-1898-1899-1900-1901-1902-1903-1904-1905-1906-1907-1908-1909-1910-1911-1912-1913-1914-1915-1916-1917-1918-1919-1920-1921-1922-1923-1924-1925-1926-1927-1928-1929-1930-1931-1932-1933-1934-1935-1936-1937-1938-1939-1940-1941-1942-1943-1944-1945-1946-1947-1948-1949-1950-1951-1952-1953-1954-1955-1956-1957-1958-1959-1960-1961-1962-1963-1964-1965-1966-1967-1968-1969-1970-1971-1972-1973-1974-1975-1976-1977-1978-1979-1980-1981-1982-1983-1984-1985-1986-1987-1988-1989-1990-1991-1992-1993-1994-1995-1996-1997-1998-1999-2000-2001-2002-2003-2004-2005-2006-2007-2008-2009-2010-2011-2012-2013-2014-2015-2016-2017-2018-2019-2020-2021-2022-2023-2024-2025-2026-2027-2028-2029-2030-2031-2032-2033-2034-2035-2036-2037-2038-2039-2040-2041-2042-2043-2044-2045-2046-2047-2048-2049-2050-2051-2052-2053-2054-2055-2056-2057-2058-2059-2060-2061-2062-2063-2064-2065-2066-2067-2068-2069-2070-2071-2072-2073-2074-2075-2076-2077-2078-2079-2080-2081-2082-2083-2084-2085-2086-2087-2088-2089-2090-2091-2092-2093-2094-2095-2096-2097-2098-2099-2100-2101-2102-2103-2104-2105-2106-2107-2108-2109-2110-2111-2112-2113-2114-2115-2116-2117-2118-2119-2120-2121-2122-2123-2124-2125-2126-2127-2128-2129-2130-2131-2132-2133-2134-2135-2136-2137-2138-2139-2140-2141-2142-2143-2144-2145-2146-2147-2148-2149-2150-2151-2152-2153-2154-2155-2156-2157-2158-2159-2160-2161-2162-2163-2164-2165-2166-2167-2168-2169-2170-2171-2172-2173-2174-2175-2176-2177-2178-2179-2180-2181-2182-2183-2184-2185-2186-2187-2188-2189-2190-2191-2192-2193-2194-2195-2196-2197-2198-2199-2200-2201-2202-2203-2204-2205-2206-2207-2208-2209-2210-2211-2212-2213-2214-2215-2216-2217-2218-2219-2220-2221-2222-2223-2224-2225-2226-2227-2228-2229-2230-2231-2232-2233-2234-2235-2236-2237-2238-2239-2240-2241-2242-2243-2244-2245-2246-2247-2248-2249-2250-2251-2252-2253-2254-2255-2256-2257-2258-2259-2260-2261-2262-2263-2264-2265-2266-2267-2268-2269-2270-2271-2272-2273-2274-2275-2276-2277-2278-2279-2280-2281-2282-2283-2284-2285-2286-2287-2288-2289-2290-2291-2292-2293-2294-2295-2296-2297-2298-2299-2300-2301-2302-2303-2304-2305-2306-2307-2308-2309-2310-2311-2312-2313-2314-2315-2316-2317-2318-2319-2320-2321-2322-2323-2324-2325-2326-2327-2328-2329-2330-2331-2332-2333-2334-2335-2336-2337-2338-2339-2340-2341-2342-2343-2344-2345-2346-2347-2348-2349-2350-2351-2352-2353-2354-2355-2356-2357-2358-2359-2360-2361-2362-2363-2364-2365-2366-2367-2368-2369-2370-2371-2372-2373-2374-2375-2376-2377-2378-2379-2380-2381-2382-2383-2384-2385-2386-2387-2388-2389-2390-2391-2392-2393-2394-2395-2396-2397-2398-2399-2400-2401-2402-2403-2404-2405-2406-2407-2408-2409-2410-2411-2412-2413-2414-2415-2416-2417-2418-2419-2420-2421-2422-2423-2424-2425-2426-2427-2428-2429-2430-2431-2432-2433-2434-2435-2436-2437-2438-2439-2440-2441-2442-2443-2444-2445-2446-2447-2448-2449-2450-2451-2452-2453-2454-2455-2456-2457-2458-2459-2460-2461-2462-2463-2464-2465-2466-2467-2468-2469-2470-2471-2472-2473-2474-2475-2476-2477-2478-2479-2480-2481-2482-2483-2484-2485-2486-2487-2488-2489-2490-2491-2492-2493-2494-2495-2496-2497-2498-2499-2500-2501-2502-2503-2504-2505-2506-2507-2508-2509-2510-2511-2512-2513-2514-2515-2516-2517-2518-2519-2520-2521-2522-2523-2524-2525-2526-2527-2528-2529-2530-2531-2532-2533-2534-2535-2536-2537-2538-2539-2540-2541-2542-2543-2544-2545-2546-2547-2548-2549-2550-2551-2552-2553-2554-2555-2556-2557-2558-2559-2560-2561-2562-2563-2564-2565-2566-2567-2568-2569-2570-2571-2572-2573-2574-2575-2576-2577-2578-2579-2580-2581-2582-2583-2584-2585-2586-2587-2588-2589-2590-2591-2592-2593-2594-2595-2596-2597-2

Application No. 10/805,170



EXHIBIT C



81101

**U.S. Postal Service
CERTIFIED MAIL RECEIPT**
(Domestic Mail Only; No Insurance Coverage Provided)

Postage \$1.75
Certified Fee 2.30
Return Receipt Fee (Endorsement Required) 1.75
Restricted Delivery Fee (Endorsement Required)
Total Postage & Fees \$5.42

Postmark: JUL 21 2004

Recipient's Name (Please Print Fully) See instructions by mailer
Seda Gragossian
Street, Apt. No. or PO Box No.
839 Val Sereno Drive
City, State, ZIP+4
Encinitas, CA 92034

PS Form 3800, February 2000 See Reverse for Instructions

SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY
<ul style="list-style-type: none"> Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired. Print your name and address on the reverse so that we can return the card to you. Attach this card to the back of the mailpiece, or on the front if space permits. 	<p>A. Signature x Seda Gragossian <input type="checkbox"/> Agent <input type="checkbox"/> Addressee</p> <p>B. Received by (Printed Name) Seda Gragossian Date of Delivery JUL 23 2004</p> <p>C. Is delivery address different from item 1? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If YES, enter delivery address below:</p>
<p>1. Article Addressed to: Seda Gragossian 839 Val Sereno Drive Encinitas, CA 92034</p>	<p>3. Service Type <input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail <input type="checkbox"/> Registered <input type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D. A. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes </p>
<p>2. Article Number (Transfer from service label) 7000 0520 0021 0522 5542</p>	
<p>PS Form 3811, February 2004 Domestic Return Receipt 102535-02-11-1540</p>	

Application No. 10/805,170



EXHIBIT D



81101

U.S. Postal Service TM	
CERTIFIED MAILTM RECEIPT	
(Domestic Mail Only; No Insurance Coverage Provided)	
For delivery information visit our website at www.usps.com	
OFFICIAL USE	
Postage	\$1.29
Certified Fee	2.35
Return Receipt Fee (Endorsement Required)	1.75
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$5.39
Sent To: <u>Ms. Seda Gragossian</u> Street, Apt. No., or PO Box No.: <u>239 Val Sereno Dr.</u> City, State, ZIP+4: <u>Encinitas, CA 92024</u>	
PS Form 3800, June 2002 See Reverse for Instructions	

Application No. 10/805,170



EXHIBIT E

EMPLOYEE PATENT AND CONFIDENTIAL INFORMATION AGREEMENT - CALIFORNIA

SONY

Abraham

Marc

Employee Last Name (Print or Type)

First Name

Initial

(To be made out in duplicate. The original of this agreement should be carefully signed, dated and witnessed in ink so that clear imprints of the signatures appear on the carbon copy. The original of this agreement should be placed in the employee's personnel folder; a copy should be given to the employee who signed the agreement.)

in consideration of my employment or continued employment in any capacity with SONY (as hereinafter defined), the salary, wages or benefits paid for my services in the course of such employment, and the use of the facilities and experience of SONY and the opportunity given by SONY to me to acquire Confidential Information (as hereinafter defined) relating to the business of SONY, I voluntarily agree as follows:

- For the purpose of this Agreement, the following words shall have the following meanings:
 - "SONY" shall mean Sony Electronics Inc. and its parent, the Sony Group, subsidiaries, divisions and offices, or their successors or predecessors;
 - "Confidential Information" shall mean information (1) disclosed to or known by the undersigned Employee as a consequence of or through his/her employment with SONY, including any information imparted to SONY by third parties, (2) not generally known outside SONY, and (3) which relates to SONY's business. "Confidential Information" is intended to include trade secrets and proprietary information;
 - "Inventions" shall mean any new or useful art, discovery, contribution, finding, or improvement whether or not patentable, and all related know-how;
 - "Copyright Work" shall mean materials for which copyright protection may be obtained, including but not limited to literary works, computer programs, critical works (including designs, graphs, drawings, blueprints and other works), recordings, photographs, slides, motion pictures, and audio-visual works;
 - "Mask Work" shall mean a series of related images, however fixed or encoded, having or representing a predetermined, three dimensional pattern of metallic, insulating or semiconductor material present or removed from the layers of a semiconductor chip product; and to which exists the relation of the images to one another in that each image has the pattern of the surface of one form of the semiconductor chip product and is fixed in a semiconductor chip product;
 - "Moral Rights" shall mean and include the following: The right of an author of a work to prevent others from being named as the author of the work; to prevent others from falsely attributing to an author the authorship of work which he/she has not in fact written; to prevent others from making damaging changes to an author's work; to withdraw a published work from distribution if it no longer represents the views of the author; and to prevent others from using the work or the author's name in such a way as to reflect on his/her professional standing.
- I understand, acknowledge and agree to disclose and assign to SONY, promptly and fully, all Inventions, Ideas or other suggestions (whether or not patentable), all Confidential Information, all Copyrightable Works and all Mask Works, made or conceived by me (alone or jointly with others) during the period of my employment with SONY which (a) relate or correspond to the actual or anticipated business, research and development of investigations of SONY which at the time of conception are within the scope of my employment, or which relate or correspond to any other actual or anticipated business, research and development or investigations of SONY which I become aware of as a result of my employment with SONY, knowledge of which I would not ordinarily have but for my employment with SONY; or (b) result directly, or indirectly, from, or are suggested by, any work which I have done or may do for or on behalf of SONY; or (c) are developed, tested, improved or investigated, either in part or entirely, on time for which I was paid by SONY or while I was using or receiving the benefit of any resources of SONY.
- I further agree to execute at any time, during or after my employment, an assignment for each such Invention, Confidential Information, Copyright Work or Mask Work as SONY may request and on such terms as SONY may provide. I will promptly and fully assist SONY during and subsequent to my employment in every lawful way, including the signing of any and all lawful papers, taking all lawful action, and doing all lawful acts, including giving testimony, without reimbursement other than my normal compensation as an employee of SONY, except for a reasonable payment for the time involved in the event my employment with SONY has terminated, to obtain, secure and protect for the benefit of SONY, all its patents, copyrights, mask works or other proprietary rights for Inventions, Copyright Works or Mask Works in any and all countries, regardless of whether I personally believe such rights to be protectable under law.
- Notwithstanding the foregoing, SONY shall have no right or ownership in an Invention, and no assignment to SONY in accordance with this paragraph is required, if it is determined that such Invention is an Invention for which no equipment, supplies, facility, or trade secret information of SONY was used and which was developed entirely on my own time, and (a) which does not relate (1) to the business of SONY or (2) to SONY's actual or demonstrably anticipated research or development or (b) which does not result from any work performed by me for SONY. In no case does this agreement apply to any Inventions which are the subject of Section 2870 of the California Labor Code.
- Unless otherwise agreed to in writing by SONY, original works of authorship fixed in any tangible form, prepared by me alone or jointly with others, within the scope of my employment with SONY, shall be deemed a work made for hire under a copyright law of the United States and shall be owned by SONY. I understand that any assignment or release of such work can only be made by SONY. I will do everything reasonably necessary to enable SONY or its nominee to protect its rights in such works.
- With respect to each and every Copyright Work which I am and will be obligated to assign to SONY hereunder and each and every "work made for hire", I hereby waive my Moral Rights which I may have therein respect to SONY's usage thereof. To the extent that this waiver is invalid or unenforceable, I agree to execute at any time, during or after my employment with SONY, a waiver of Moral Rights for such such Copyright Work and "work made for hire" as SONY may request and on such terms as SONY may provide.
- I will keep and maintain adequate and current written records of all Inventions, Confidential Information, Copyright Works and Mask Works in the form of notes, sketches, drawings, reports or other documents relating thereto, in both hard copy or electronic form, which records shall be and shall remain the exclusive property of SONY and shall at all times be available to SONY and promptly upon demand delivered to SONY.
- I understand all writings, records, and other documents and items, either in hard copy or electronic form, containing any Inventions, Confidential Information, Copyright Works or Mask Works in my custody or possession shall be the exclusive property of SONY, and shall not be copied and/or removed from the premises of SONY, except in pursuit of the business of SONY, and shall be delivered to SONY, without releasing any copies, upon the termination of my employment or at any time as requested by SONY.
- I agree not to disclose any Confidential Information or proprietary information of SONY (including, but not limited to business plans, customer lists, drawings, computer programs (in any form), accounting methods, inventories, processes, technology, information and identity of SONY employees and their areas of expertise), including information received in confidence by SONY from others, either during or after my employment with SONY, except upon the prior written consent of SONY. It is understood that such Confidential Information and proprietary information of SONY includes material that I conceive or develop as well as material I learn from other employees of SONY, or otherwise anyone else to do these things, at any time, either during or subsequent to my employment with SONY. This clause shall continue in full force and effect and survive any termination of my employment.
- I agree that during the period of my employment with SONY, I will not disclose to SONY or use in the course of my employment with SONY any trade secrets or other proprietary information which I may have acquired because of employment with an employer other than SONY, whether such information is in my memory or embodied in a writing or other physical form.
- I will notify SONY in writing before I make any disclosure or perform or cause to be performed any work for or on behalf of SONY which appears to threaten or conflict with: (1) rights I claim in any Invention or idea, (a) conceived by me or others prior to my employment by SONY, or (b) otherwise outside the scope of this Agreement, and (2) rights of others arising out of obligations incurred by me, (a) prior to this Agreement, or (b) otherwise outside the scope of this Agreement.
- In the event of my failure to give notice under the circumstances specified above, SONY may assume that no conflicting Invention or idea exists, and I agree that I will make no claim against SONY with respect to the use of any such Invention or idea in any work or the production of any work which I perform or cause to be performed for or on behalf of SONY.
- I recognize that Ideas, Inventions, Confidential Information, Copyright Works or Mask Works relating to my activities while working for SONY and conceived or made by me, alone or with others, within one year after termination of my employment may have been conceived in significant part while employed by SONY. Accordingly, I agree that such Ideas, Inventions, Confidential Information, Copyright Works or Mask Works shall be presumed to have been conceived during my employment with SONY and are to be assigned to SONY under the terms of this Agreement unless and until I have clearly established the contrary by appropriate documentation and support.
- I give assurance to SONY that I will not knowingly, unless I have obtained prior written authorization from the U.S. Department of Commerce or an otherwise permitted by the U.S. Department of Commerce Export Regulations, re-export or otherwise disclose, directly or indirectly, any technology or software received from SONY, nor allow the direct product thereof to be shipped directly or indirectly, to any of the countries proscribed under Part 764 (a) and (b) of the U.S. Department of Commerce Export Regulations.
- If any provision of this Agreement is declared void or unenforceable or against public policy, such provision shall be deemed severable from this Agreement and the balance of the Agreement shall remain in full force and effect.
- At the end of this Agreement, I have set forth what I represent and warrant to be a complete list of all Inventions, if any, patented or unpatented, Copyright Works or Mask Works including a brief description thereof (without revealing any confidential or proprietary information of any other party) which I made or conceived prior to my employment with SONY and for which I claim ownership or are in the physical possession of a former employer and which are therefore excluded from the scope of this Agreement. If there are no such exclusions from this Agreement, I have so indicated by writing "NONE" below in my own handwriting.
- At the end of this Agreement, I have set forth what I represent and warrant to be a complete list of agreements or obligations to which I am presently a party which may be in conflict with my obligations under this Agreement. If there are no such agreements or obligations, I have indicated so by writing "NONE" below in my own handwriting.
- This Agreement survives my employment by SONY. It is not an employment contract and is not in any way intended to restrict my right or the right of SONY to terminate the employment relationship at any time. This is consistent with the fact that each employee's employment with SONY is based upon an "at-will" relationship. In addition, this Agreement is binding upon my heirs, executors, administrators or other legal representatives. Upon termination of my employment with SONY, I shall, if requested by SONY, reaffirm in writing my recognition of the importance of maintaining the confidentiality of the Confidential Information, SONY's proprietary information and trade secrets and reaffirm all of the obligations set forth in this Agreement.
- This Agreement supersedes, terminates and otherwise renders null and void any and all prior agreements or understandings entered into with respect to the matters covered herein.
- This Agreement shall be construed and enforced in accordance with the laws of the State of California. The parties hereby consent to and submit to the jurisdiction of the federal and state courts located in the State of California.
- I agree that this Agreement may not on behalf of or in respect to SONY be changed or modified, or released, discharged, abandoned, or otherwise terminated, in whole or in part, except by an instrument in writing signed by an officer or otherwise authorized executive of SONY.

Signed at San Diego CA, this 8 day of December, 1997.

Employee Signature Marc Abraham Employee Social Security Number [REDACTED]
 Witness Address 17449 Comrade Place City, State, Zip San Diego CA 92128

Accepted for Sony Electronics Inc. this 8 day of December, 1997. This Agreement becomes binding upon acceptance by Sony however this Agreement may not be changed or modified, or released, discharged, abandoned, or otherwise terminated, in whole or in part, except by an instrument in writing signed by an officer or otherwise authorized executive of Sony.

Per Paragraph 13, the following is a list of all Inventions, if any, patented or unpatented, Copyright Works or Mask Works, including a brief description thereof (without revealing any confidential or proprietary information of any other party). Write "NONE" below if there are none.

None

Per Paragraph 14, the following are the only agreements or obligations to which I presently am a party which may be in conflict with the obligations undertaken above. Write "NONE" if there are none.

None

Witness Signature

Title

MASTER PERSONNEL FILE - WHITE COPY

EMPLOYEE - YELLOW COPY

Application No. 10/805,170



EXHIBIT F

EMPLOYEE PATENT AND CONFIDENTIAL INFORMATION AGREEMENT - CALIFORNIA

SONY

Gragossian

Seda

Employee Last Name (Print or Type)

First Name

Title

(To be made out in duplicate. The original of the agreement should be carefully signed, dated and witnessed in ink so that clear imprints of the signatures appear on the carbon copy. The original of the agreement should be placed in the employee's personnel folder; a copy should be given to the employee who signed the agreement.)

TO: SONY ELECTRONICS INC.

In consideration of my employment or continued employment in any capacity with SONY (as hereinafter defined), the salary, wages or benefits paid for my services in the course of such employment, and the use of the facilities and expertise of SONY and the opportunity given by SONY to me to acquire Confidential Information (as hereinafter defined) relating to the business of SONY, I voluntarily agree as follows:

1. For the purpose of this Agreement, the following words shall have the following meanings:

- "SONY" shall mean Sony Electronics Inc. and its parent, the Sony Group, subsidiaries, divisions and affiliates, or their successors or predecessors;
- "Confidential Information" shall mean information (1) disclosed to or known by the undersigned Employee as a consequence of or through his/her employment with SONY, including any information imparted to SONY by third parties; (2) not generally known outside SONY; and (3) which relates to SONY's business. "Confidential Information" is intended to include trade secrets and proprietary information;
- "Inventions" shall mean any new or useful art, discovery, contribution, finding, or improvement whether or not patentable, and all related know-how;
- "Copyright Works" shall mean materials for which copyright protection may be obtained, including but not limited to: literary works, computer programs, artistic works (including designs, graphics, drawings, blueprints and other works), recordings, photographs, slides, motion pictures, and audio-visual works;
- "Mask Works" shall mean a series of related images, however fixed or encoded, having or representing a predetermined, three dimensional pattern of metallic, insulating or semiconductor material present or removed from the layers of a semiconductor chip product, and in which series the relation of the images to one another is that each image has the pattern of the surface of one form of the semiconductor chip product and is fixed in a semiconductor chip product;
- "Moral Rights" shall mean and include the following: The right of an author to be known as the author of a work; to prevent others from being named as the author of the work; to prevent others from falsely attributing to an author the authorship of work which he/she has not in fact written; to prevent others from making derogatory changes in an author's work; to withdraw a published work from distribution if it no longer represents the views of the author; and to prevent others from using the work of the author's name in such a way as to reflect on his/her professional standing.

2. I understand, acknowledge and agree to disclose and assign to SONY, promptly and fully, all Inventions, ideas or other suggestions (whether or not patentable), all Confidential Information, all Copyrightable Works and all Mask Works, made or conceived by me (alone or jointly with others) during the period of my employment with SONY which (a) relate or correspond to the actual or anticipated business, research and development or investigations of SONY which at the time of conception are within the scope of my employment, or which relate or correspond to any other actual or anticipated business, research and development or investigations of SONY which I become aware of as a result of my employment with SONY; knowledge of which I would not ordinarily have but for my employment with SONY; or (b) result directly, or indirectly, from, or are suggested by, any work which I have done or may do for or on behalf of SONY; or (c) are developed, tested, improved or investigated, either in part or entirely, on time for which I was paid by SONY or while I was using or receiving the benefit of any resources of SONY.

3. I further agree to execute at any time, during or after my employment, an assignment for each such Invention, Confidential Information, Copyright Work or Mask Work as SONY may request and in such form as SONY may provide. I will promptly and fully assist SONY during and subsequent to my employment in every lawful way, including the signing of any and all lawful papers, taking all lawful acts, including giving testimony, without reimbursement other than my normal compensation as an employee of SONY, except for a reasonable payment for the time involved in the event my employment with SONY has terminated, to obtain, secure and protect for the benefit of SONY, at the expense of SONY, all patents, copyrights, mask works or other proprietary rights for Inventions, Copyright Works or Mask Works in any and all countries, regardless of whether I personally believe such rights to be patentable under law.

Notwithstanding the foregoing, SONY shall have no right or ownership in an Invention, and no assignment to SONY in accordance with this paragraph is required, if it is determined that such Invention is an Invention for which no equipment, supplies, facility, or trade secret information of SONY was used and which was developed entirely on my own time, and (a) which does not relate (1) to the business of SONY or (2) to SONY's actual or demonstrably anticipated research or development or (b) which does not result from any work performed by me for SONY. In no case does this agreement apply to any Inventions which are the subject of Section 2870 of the California Labor Code.

4. Unless otherwise agreed to in writing by SONY, original works of authorship fixed in any tangible form, prepared by me alone or jointly with others, within the scope of my employment with SONY, shall be deemed a "work made for hire" under the copyright laws of the United States and shall be owned by SONY. I understand that any assignment or release of such works can only be made by SONY. I will do everything reasonably necessary to enable SONY or its nominee to protect its rights in such works.

4a. With respect to each and every Copyright Work which I am and will be obligated to assign to SONY hereunder and each and every "work made for hire", I hereby waive any Moral Rights which I may have therein in respect to SONY's use thereof. To the extent that this waiver is invalid or unenforceable, I agree to execute at any time, during or after my employment with SONY, a waiver of Moral Rights for each such Copyright Work and "work made for hire" as SONY may request and on such form as SONY may provide.

5. I will keep and maintain adequate and correct written records of all Inventions, Confidential Information, Copyright Works and Mask Works in the form of notes, sketches, drawings, reports or other documents relating thereto, in both hard copy or electronic form, which records shall be and shall remain the exclusive property of SONY and shall at all times be available to SONY and promptly upon demand delivered to SONY.

6. I understand all writings, records, and other documents and items, either in hard copy or electronic form, containing any Inventions, Confidential Information, Copyright Works or Mask Works in my custody or possession shall be the exclusive property of SONY, and shall not be copied and/or removed from the premises of SONY, except in pursuit of the business of SONY, and shall be delivered to SONY, without retaining any copies, upon the termination of my employment or at any time as requested by SONY.

7. I agree not to disclose any Confidential Information or proprietary information of SONY (including, but not limited to: business plans, customer lists, drawings, computer programs (in any form), accounting methods, inventories, inventions, processes, technological innovations and identity of SONY employees and their areas of expertise), including information received in confidence by SONY from others, either during or after my employment with SONY, except upon the prior written consent of SONY. It is understood that such Confidential Information and proprietary information of SONY includes matters that I conceive or develop as well as matters I learn from other employees of SONY. I will not, except as SONY may otherwise consent or direct in writing, reveal or disclose, sell, use, lecture upon, or publish any Confidential Information or proprietary information of SONY, or authorize others also to do these things, during my employment with SONY, or during or subsequent to my employment with SONY. This clause shall continue in full force and effect and survive after termination of my employment.

8. I agree that during the period of my employment with SONY, I will not disclose to SONY or use in the course of my employment with SONY any trade secrets or other proprietary information which I may have acquired because of employment with an employer other than SONY, whether such information is in my memory or embodied in a writing or other physical form.

9. I will notify SONY in writing before I make any disclosures or perform or cause to be performed any work for or on behalf of SONY which appears to threaten or conflict with:

- rights I claim in any Invention or idea; (b) claims by me or others prior to my employment by SONY; or (c) otherwise outside the scope of this Agreement; or
- rights of others prior to my employment by SONY; or (b) otherwise outside the scope of this Agreement.

In the event of my failure to give notice under the circumstances specified above, SONY may assume that no conflicting Invention or idea exists, and I agree that I will make no claim against SONY with respect to the use of any such Invention or idea in any work or the production of any work which I perform or cause to be performed for or on behalf of SONY.

10. I recognize that ideas, inventions, Confidential Information, Copyright Works or Mask Works relating to my activities while working for SONY and conceived or made by me, alone or with others, within one year after termination of my employment may have been conceived in significant part while employed by SONY. Accordingly, I agree that such ideas, inventions, Confidential Information, Copyright Works or Mask Works shall be presumed to have been conceived during my employment with SONY and are to be assigned to SONY under the terms of this Agreement unless and until I have clearly established the contrary by appropriate documentation and support.

11. I give assurance to SONY that I will not knowingly, unless I have obtained prior written authorization from the U.S. Department of Commerce or am otherwise permitted by the U.S. Department of Commerce Export Regulations, to export or otherwise disclose, directly or indirectly, any technology or software received from SONY, nor allow the direct product thereof to be exported directly or indirectly, to any of the countries prohibited under Part 778.4 (a) and (b) of the U.S. Department of Commerce Export Regulations.

12. If any provision of this Agreement is declared void or unenforceable or against public policy, such provision shall be deemed severable from this Agreement and the balance of the Agreement shall remain in full force and effect.

13. At the end of this Agreement, I have set forth what I represent and warrant to be a complete list of all Inventions, if any, patented or unpatented, Copyright Works or Mask Works including a brief description thereof (without revealing any confidential or proprietary information of any other party) which I made or conceived prior to my employment with SONY and for which I claim ownership or are in the physical possession of a former employer and which are therefore excluded from the scope of this Agreement. If there are no such exclusions from this Agreement, I have so indicated by writing "NONE" below in my own handwriting.

14. At the end of this Agreement, I have set forth what I represent and warrant to be a complete list of agreements or obligations to which I am presently a party which may be in conflict with any obligations undertaken by this Agreement. If there are no such agreements or obligations, I have indicated so by writing "NONE" below in my own handwriting.

15. This Agreement survives my employment by SONY. It is not an assignment contract and is not in any way intended to restrict my rights or the rights of SONY to terminate the employment relationship at any time. This is consistent with the fact that each employee's employment with SONY is based upon an employment at will relationship. In addition, this Agreement is binding upon my heirs, executors, administrators or other legal representatives. Upon termination of my employment with SONY, I shall, if requested by SONY, remain in writing my recognition of the importance of maintaining the confidentiality of the Confidential Information, SONY's proprietary information and trade secrets and reaffirm all of the obligations set forth in this Agreement.

16. This Agreement supersedes, terminates and otherwise renders null and void any and all prior agreements or understandings entered into with respect to the matters covered herein.

17. This Agreement shall be construed and enforced in accordance with the laws of the State of California. The parties hereby consent to and submit to the jurisdiction of the Federal and state courts located in the State of California.

18. I agree that this Agreement may not on behalf of or in respect to SONY be changed or modified, or released, discharged, abandoned, or otherwise terminated, in whole or in part, except by an instrument in writing signed by an officer or otherwise authorized executive of SONY.

Signed at San Diego, CA this October day of 26, 1998

Employee's Signature <u>2527 White Owl Drive</u>	Employee's Social Security Number <u>[REDACTED]</u>
Name Address <u>Encinitas, CA 92024</u>	City, State, Zip <u>Encinitas, CA 92024</u>

Accepted for Sony Electronics Inc. this 26 day of Oct, 1998. This Agreement becomes binding upon acceptance by Sony hereby this document may not be changed or modified, or released, discharged, abandoned, or otherwise terminated, in whole or in part, except by an instrument in writing signed by an officer or otherwise authorized executive of SONY.

Per Paragraph 13, the following is a list of all Inventions, if any, patented or unpatented, Copyright Works or Mask Works, including a brief description thereof (without revealing any confidential or proprietary information of any other party). Write "NONE" below if there are none.

Per Paragraph 14, the following are the only agreements or obligations to which I presently am a party which may be in conflict with the obligations undertaken above. Write "NONE" if there are none.

Witness Signature [Signature] Title HR Manager
 WORKS SIGNED BY MASTER PERSONNEL FILE - WHITE COPY EMPLOYEE - YELLOW COPY



**This Page is Inserted by IFW Indexing and Scanning
Operations and is not part of the Official Record**

BEST AVAILABLE IMAGES

Defective images within this document are accurate representations of the original documents submitted by the applicant.

Defects in the images include but are not limited to the items checked:

- ☐ **BLACK BORDERS**
- ☐ **IMAGE CUT OFF AT TOP, BOTTOM OR SIDES**
- ☐ **FADED TEXT OR DRAWING**
- ☐ **BLURRED OR ILLEGIBLE TEXT OR DRAWING**
- ☐ **SKEWED/SLANTED IMAGES**
- ☐ **COLOR OR BLACK AND WHITE PHOTOGRAPHS**
- ☐ **GRAY SCALE DOCUMENTS**
- ☒ **LINES OR MARKS ON ORIGINAL DOCUMENT**
- ☐ **REFERENCE(S) OR EXHIBIT(S) SUBMITTED ARE POOR QUALITY**
- ☐ **OTHER:** _____

IMAGES ARE BEST AVAILABLE COPY.

As rescanning these documents will not correct the image problems checked, please do not report these problems to the IFW Image Problem Mailbox.